

SPECIFIC POWER OF ATTORNEY

STATE OF
COUNTY OF

M
Shelby

P BK 102 PG 114

Know all men by these presents, that I, **Myrtle C. McNabb**, of the County of M, State of Shelby, as of this date and by this document do nominate, constitute and appoint, **Earl F. Johnson**, of the County of **Shelby**, State of **Tennessee**, my true and lawful attorney in fact, to act in, manage, and conduct all of my affairs, and for that purpose for me and in my name, place and stead, and for my use and benefit, and as my act, deed, or thing I could do or execute in connection with the exercise of the power granted herein, including all or any of the following acts, deeds and things:

1. To acquire, purchase or execute any contract to purchase, on such terms and for such consideration as my said agent shall deem proper, the hereinafter described real property (hereinafter referred to as the "Property") together with all improvements, and personal property situated thereon, to wit:

Property Address: 4507 Graham Lakes Drive

Lot 87, Section "D", PHASE II, WEDGEWOOD FARMS SUBDIVISION, Section 35, Township 35, Township 1 South, Range 7 West, Desoto County, Mississippi, as per plat thereof recorded in Plat Book 71, Pages 30-31, in the office of the Chancery Clerk of DeSoto County, Mississippi.

2. To pay all cost, expenses or other claims; to make, sign, execute, acknowledge and deliver a Note (LOAN AMOUNT \$ 200,000.00 and Deed of Trust covering the Property to or for my benefit and to bind me pursuant thereto, on such form or forms and pursuant to such terms as provided by the lender;
3. To accept a Deed to the Property in my place and stead, said Deed retaining a Vendor's Lien additionally securing the above Note and Deed of Trust;
4. For me and in my place and stead to execute any and all instruments pursuant to such Loan, Note and Deed of Trust, including, but not limited to, closing statements, disclosure statements, water district notices, waivers as may be required incident to such loan;
5. To take, hold, possess, convey, lease, let, or otherwise manage any or all of my real, personal or mixed property, or any interest in it or pertaining to it;
6. To make, endorse, guarantee, accept, receive, sign, seal, execute, acknowledge and deliver assignments, agreements, certificates, hypothecations, checks, notes, mortgages, bonds, vouchers, receipts, releases, and such other instruments I writing of whatever kind or nature, as may be proper;
7. To make deposits or investments in or withdrawals from any account, holding or interest which I may now or in the future have, or be entitled to, in any banking, trust, or investment institution, including postal savings depository offices, credit unions, savings and loan associations, and similar institutions; to exercise any right, option, or privilege pertaining to it or them, including, but not limited to, the authority to borrow money; and to open or establish accounts, holdings or interest of whatever kind or nature, with any of these institutions, in my name or in the name of my attorney-in-fact or in our names jointly, either with or with our right of survivorship;
8. To engage and dismiss agents, counsels, attorneys, accountants, and employees, and to appoint and remove at pleasure any substitute for, or any agent of, my attorney-in-fact in respect to all or any of the matters or things mentioned in this document and upon any terms that my attorney-in-fact shall think fit, in connection with the Property;

STATE MS.-DESOTO CO.

FEB 13 2 19 PM '04

3X 102 PG 114
W.E. DAVIS CH. CLK.

9. To do any and all other acts as may be necessary to complete the purchase of the Property;

GIVING AND GRANTING to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully as to all intents and purposes as I might or could do if personally present, hereby ratifying and confirming all that said attorney in fact shall lawfully do or cause to be done.

This Power of Attorney shall not terminate on disability of the principal and shall survive and continue in full force and effect, should I for any reason be declared insane, or should I be physically unable to take any such actions, or incompetent, hereby ratifying and confirming all acts performed by my attorney-in-fact irrespective of my future mental condition. The attorney-in-fact is hereby authorized to indemnify and hold harmless any third party who accepts and acts under this Power of Attorney.

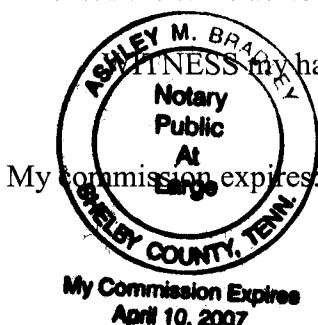
This instrument is to be construed and interpreted as a specific power of attorney. The rights, powers and authority of said attorney in fact granted by this instrument which shall become effective upon the execution hereof and shall continue in effect until written revocation of same is duly filed for recordation in the office of the Desoto County Register's Office, along with written notice of the revocation sent by certified, return receipt requested through the US Mail to:

Dated this the 23rd day of January 2004.

Myrtle C. McNabb
Myrtle C. McNabb

STATE OF TN
COUNTY OF Shelby

On this 23rd day of January 2004, before me, a Notary Public in the state and county aforesaid, duly commissioned and qualified, personally appeared **Myrtle C. McNabb** to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.



WITNESS my hand and Notarial Seal at the day and date first above written.

Ashley M. Bradley
Notary Public